

WHEREAS, National desires to render the Services as requested by Shipper and is willing to cause the installation of the Project Facilities necessary to effectuate the Services, subject to the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants herein assumed, National and Shipper agree as follows:

1. National shall proceed with due diligence to seek, and to cause any other parties whose participation is required to seek, such contractual agreements, property rights, environmental clearances, approvals, and authorizations as may be necessary to effectuate the Service, which is described in detail in the service agreement amendments attached hereto as Exhibits A and B (the “**Service Agreement Amendment(s)**”), and further contemplated in Paragraph 9. Such rights, clearances, approvals, and authorizations shall include, but not necessarily be limited to, authorization or approvals by the Federal Energy Regulatory Commission (“**FERC**”) or clearances, approvals, or authorization by any applicable state or federal agency to construct the Project Facilities and such other clearances, approvals, and authorizations as are necessary for National to perform the Service on terms and conditions acceptable to National. National reserves to itself the right to file and prosecute applications for any required clearances, approvals, or authorizations, any supplements or amendments thereto, and, if necessary, court review, in such manner as it deems to be in its best interest. Shipper agrees to use reasonable efforts to cooperate with, and not oppose, National in its efforts to secure all such rights, clearances, approvals, and authorizations, to the extent that such reasonable efforts would be consistent with this Agreement.

2. (Within ten (10) days after the fulfillment of the condition precedent set forth in Paragraph 3 herein, and provided that this agreement shall not have been previously terminated as provided below, National and Shipper shall enter into the Service Agreement Amendments at Exhibit A and B.

3. The obligation of National and Shipper to execute the Service Agreement Amendments is expressly made subject to the satisfaction of the following condition precedent:

Acquisition by National of such contract rights, property rights and final, non-appealable regulatory authorizations as are necessary to construct the Project Facilities, or are otherwise needed to effectuate the Services, in form and substance satisfactory to National,

provided, however, that National may waive this condition with respect to any contract rights, property rights, and regulatory approvals other than FERC approval.

National shall timely notify Shipper in writing of National's satisfaction of such condition precedent and if in such satisfaction, whether National has waived any approvals that may be waived.

4. The Parties may, at their option, elect to waive the condition set forth in Paragraph 3. Any such waiver shall be evidenced in a writing signed by both Parties.

5. [REDACTED]

(b) [REDACTED]

[Redacted]

(c) [Redacted]

[Redacted]

6. [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

8. Except as otherwise provided herein, this Agreement shall terminate by its express terms on the date that service commences under the executed Service Agreement Amendments.

9. [REDACTED]

10. Credit Support. Shipper shall at all times throughout the term of the Service Agreement Amendments comply with the Creditworthiness provisions of National's FERC Gas

Tariff, under Section 31 for the full quantity of storage and transportation provided to Shipper under the Service Agreement Amendments.

(a) [REDACTED]

(b) This Paragraph 10, and Paragraph 9, shall survive the termination of this Agreement and shall continue in effect for the term specified in the Service Agreement Amendments. The creditworthiness requirements set forth in this Agreement shall apply to any assignment, in whole or in part, of the Service Agreement Amendments, and to any permanent release of any or all of the capacity under the Service Agreement Amendments.

11. Notices under this Agreement shall be in writing and be addressed as follows:

National:

National Fuel Gas Supply Corporation
6363 Main Street
Williamsville, NY 14221
Attention: Legal Department
Facsimile: (716) 857-7206

Shipper:

National Fuel Gas Distribution Corporation
6363 Main Street
Williamsville, NY 14221
Attention: Gas Supply Administration Department
Facsimile: (716) 857-7823

or at such other addresses either party shall designate by formal written notice. Notice shall be considered duly delivered when (i) transmitted by facsimile during normal business hours, after verification of the facsimile telephone number, (ii) delivered by a courier during normal business hours, or (iii) upon receipt of mailing by registered or certified mail.

12. Any individual or entity which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of National or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. No assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other Party, which consent shall not be unreasonably delayed or withheld. It is agreed, however, that the restrictions on assignment contained in this paragraph shall not in any way prevent either Party to this Agreement from pledging or mortgaging its rights hereunder as security for its indebtedness without the written consent of the other Party. This Agreement shall be binding upon and shall inure to the benefit of the respective authorized successors and assigns.

13. No modification of the terms and provisions of this Agreement shall be made except by the execution of a written agreement by both Parties hereto.

14. To the extent permitted by law, the Parties will treat the non-public provisions of this Agreement and any Exhibits hereto as confidential. Shipper acknowledges that this Agreement and its Exhibits will be subject to FERC review.

15. This Agreement may be executed in multiple counterpart originals, each of which when executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Signatures transmitted via email and/or facsimile shall be as effective as original signatures to this Agreement.

16. **THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS.**

17. The Exhibits referred to in this Agreement are attached hereto and such Exhibits are incorporated herein by reference as though fully set forth at length wherever so referenced in this Agreement.

18. A Party shall not make any public announcement or statement with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other Party as to the form, content, and timing of such announcement or statement, which consent shall not be unreasonably withheld. However, either Party may make such announcement or statement upon: (i) receiving advice of its counsel that the making of such public announcement or statement,

and the specific form, content, and timing thereof, is required by applicable law, rule or regulation, and (ii) giving as much prior notice to the other Party regarding the form, content, and timing as is reasonably practicable under the circumstances.

19. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS PRECEDENT AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE HOWEVER ARISING, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR BUSINESS INTERRUPTION DAMAGES, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, SUBJECT TO SECTION 7 OF THIS AGREEMENT.

The parties hereto have executed this Agreement as shown below, and the date the last signature has been inserted into the preamble of this Agreement.

NATIONAL FUEL GAS SUPPLY CORPORATION

DocuSigned by: (Transporter)
By: Ronald Kraemer
BB626BD24B9D462...
Name: Ronald C. Kraemer DS
aac
Title: President
Date: 2/15/2023

NATIONAL FUEL GAS DISTRIBUTION CORPORATION

DocuSigned by: (Shipper)
By: Michael Reville
DEA68193668840D...
Name: Michael W. Reville DS
CAL
Title: Senior Vice President DS
JBS
Date: 2/15/2023

EXHIBIT A

EXHIBIT A
TO PRECEDENT AGREEMENT BETWEEN NATIONAL FUEL GAS SUPPLY
CORPORATION AND
NATIONAL FUEL GAS DISTRIBUTION CORPORATION

[REDACTED]
[REDACTED]
between
National Fuel Gas Supply Corporation and
National Fuel Gas Distribution Corporation (Agreement)

This Amendment 38 is entered into on _____, by and between NATIONAL FUEL GAS SUPPLY CORPORATION (“Transporter”), and NATIONAL FUEL GAS DISTRIBUTION CORPORATION (“Shipper”). This Amendment shall amend terms of the above-referenced service agreement effective the later of [REDACTED] or the date on which Project Facilities (as defined in the Precedent Agreement between Transporter and Shipper dated _____) are placed into service (“Amendment Commencement Date”).

1. Replace Article III (“Term of Agreement”) with the following:

This Agreement shall be effective upon the date hereof. Service hereunder shall commence _____ (“Amendment Commencement Date”) , and continue in effect for a primary term ending on the Three Year anniversary of the Amendment Commencement Date, and shall continue in effect thereafter unless and until terminated by either Shipper or Transporter upon twelve (12) months’ advance written notice specifying as the termination date the expiration of the primary term or any anniversary thereof. As of the Commencement Date, Transporter will stand ready to provide transportation service for Shipper pursuant to the terms of this Agreement, and Shipper shall be responsible for all charges hereunder, notwithstanding the status of any facilities being constructed by others to provide upstream or downstream transportation of gas to be transported hereunder.

2. [REDACTED]

3. The Twenty-Third Revised Appendix A (Summary Receipt Point Table) to the Agreement shall be deleted and replaced with the attached Twenty-Fourth Revised Appendix A (Summary Receipt Point Table).

4. Except as supplemented or amended by this Amendment 38, all other terms and conditions of the Agreement as amended shall remain in full force and effect.

5. The parties hereto have caused this Amendment 38 to be signed by their respective authorized personnel the day and year first above written.

NATIONAL FUEL GAS SUPPLY CORPORATION
(Transporter)

Signature: _____

Name: _____

Title: _____

NATIONAL FUEL GAS DISTRIBUTION CORPORATION
(Shipper)


Signature: _____

Name: _____

Title: _____

 APPENDIX A
(Summary Receipt Point Table)

to


Between

NATIONAL FUEL GAS SUPPLY CORPORATION

and

NATIONAL FUEL GAS DISTRIBUTION CORPORATION

RECEIPT ENTITLEMENTS AND RECEIPT POINTS

EXHIBIT A
TO PRECEDENT AGREEMENT BETWEEN NATIONAL FUEL GAS SUPPLY
CORPORATION AND
NATIONAL FUEL GAS DISTRIBUTION CORPORATION

[REDACTED]
between
National Fuel Gas Supply Corporation
and
National Fuel Gas Distribution Corporation

This AMENDMENT is entered into on _____, by and between National Fuel Gas Supply Corporation (“Transporter”), and National Fuel Gas Distribution Corporation, (“Shipper”). This Amendment shall amend terms of the above-referenced service agreement effective the later of [REDACTED] or the date on which Project Facilities (as defined in the Precedent Agreement between Transporter and Shipper dated _____) are placed into service (“Amendment Commencement Date”).

1. Replace Article III (“Term of Agreement”) with the following:

This Agreement shall be effective upon the date hereof. Service hereunder shall commence _____ (“Amendment Commencement Date”), and continue in effect for a primary term ending on the Three Year anniversary of the Amendment Commencement Date, and shall continue in effect thereafter unless and until terminated by either Shipper or Transporter upon twelve (12) months’ advance written notice specifying as the termination date the expiration of the primary term or any anniversary thereof. As of the Commencement Date, Transporter will stand ready to provide storage service for Shipper pursuant to the terms of this Agreement, and Shipper shall be responsible for all charges hereunder, notwithstanding the status of any facilities being constructed by others to provide upstream or downstream transportation of gas to be transported hereunder.

2. Replace Article I (“Quantities”) with the following:

Subject to the provisions of Transporter’s [REDACTED], Transporter agrees to cause to be injected into storage for Shipper’s account, store, and withdraw from storage, quantities of natural gas as follows:

[REDACTED]



3. The parties hereto have caused this Amendment to be signed by their duly authorized personnel the day and year first above written.

NATIONAL FUEL GAS SUPPLY CORPORATION
(Transporter)

Signature: _____

Name: _____

Title: _____

NATIONAL FUEL GAS DISTRIBUTION CORPORATION
(Shipper)

Signature: _____

Name: _____

Title: _____

EXHIBIT B

EXHIBIT B
TO PRECEDENT AGREEMENT BETWEEN NATIONAL FUEL GAS SUPPLY
CORPORATION AND
NATIONAL FUEL GAS DISTRIBUTION CORPORATION

[REDACTED]
[REDACTED]
between
National Fuel Gas Supply Corporation and
National Fuel Gas Distribution Corporation (Agreement)

This [REDACTED] is entered into on _____, by and between NATIONAL FUEL GAS SUPPLY CORPORATION (“Transporter”), and NATIONAL FUEL GAS DISTRIBUTION CORPORATION (“Shipper”). This Amendment shall amend terms of the above-referenced service agreement, upon notification by Transporter to Shipper, to be provided no later than 30 days prior to the effective date of this Amendment 39. Transporter’s notification shall state the contract MDTQ within the range specified below under Section 1. If no notification is provided within one year of the Amendment Commencement Date as defined in Amendment I, this Amendment shall be null and void.

1. The Contract Maximum Daily Transportation Quantity (MDTQ) stated in Article I will be [REDACTED] as determined by Transporter and subject to Transporter’s notification as referenced herein.

2. The [REDACTED] Appendix A (Summary Receipt Point Table) to the Agreement shall be deleted, and replaced with the attached [REDACTED] Revised Appendix A (Summary Receipt Point Table) as determined by Transporter and subject to Transporter’s notification as referenced herein.

3. Except as supplemented or amended by this [REDACTED] all other terms and conditions of the Agreement as amended shall remain in full force and effect.

4. The parties hereto have caused this [REDACTED] to be signed by their respective authorized personnel the day and year first above written.

NATIONAL FUEL GAS SUPPLY CORPORATION
(Transporter)

Signature: _____

Name: _____


Title: _____

NATIONAL FUEL GAS DISTRIBUTION CORPORATION
(Shipper)


Signature: _____

Name: _____

Title: _____

 APPENDIX A
(Summary Receipt Point Table)

to


Between

NATIONAL FUEL GAS SUPPLY CORPORATION

and

NATIONAL FUEL GAS DISTRIBUTION CORPORATION

RECEIPT ENTITLEMENTS AND RECEIPT POINTS

EXHIBIT B
TO PRECEDENT AGREEMENT BETWEEN NATIONAL FUEL GAS SUPPLY
CORPORATION AND
NATIONAL FUEL GAS DISTRIBUTION CORPORATION

[REDACTED]
[REDACTED]
between
National Fuel Gas Supply Corporation
and
National Fuel Gas Distribution Corporation

This AMENDMENT is entered into on _____, by and between National Fuel Gas Supply Corporation (“Transporter”), and National Fuel Gas Distribution Corporation, (“Shipper”). This Amendment shall amend terms of the above-referenced service agreement, upon notification by Transporter to Shipper, to be provided no later than 30 days prior to the effective date of this [REDACTED]. Transporter’s notification shall state the contract MDWQ within the range specified below under Section 1. If no notification is provided within one year of the Amendment Commencement Date as defined in Amendment I, this Amendment shall be null and void.

1. Replace Article I (“Quantities”) with the following:

Subject to the provisions of Transporter’s [REDACTED], Transporter agrees to cause to be injected into storage for Shipper’s account, store, and withdraw from storage, quantities of natural gas as follows:

[REDACTED]



2. The parties hereto have caused this Amendment to be signed by their duly authorized personnel the day and year first above written.

NATIONAL FUEL GAS SUPPLY CORPORATION
(Transporter)

Signature: _____

Name: _____

Title: _____

NATIONAL FUEL GAS DISTRIBUTION CORPORATION
(Shipper)

Signature: _____

Name: _____

Title: _____